

**CONSTRUCTION SPECIFICATIONS
AND
BID DOCUMENTS**

FOR

**CONSTRUCTION
OF
FLINT LAKE
LAKE ENHANCEMENT PROJECT**

1995

**VALPARAISO LAKES AREA
CONSERVANCY DISTRICT
VALPARAISO COUNTY, INDIANA**

Flint Lake
Valparaiso, Indiana
Construction of Lake Enhancement Project

Table of Contents

- I. Advertisement
- II. Instruction to Bidders
- III. Project Proposals
- IV. Standard General Conditions of the Contract
- V. Exhibits
 - A. Special Provisions
 - B. Wage Rates
 - C. Environmental, Required Language

ADVERTISEMENT FOR BIDS

Sealed bids for the Construction of Lake Enhancement Structures will be opened by the Board of Directors of Valparaiso Lake Area Conservancy District at their regular meeting in the _____ on _____ at _____ (local time), _____. Any bid received after the deadline will be returned unopened.

The work for which proposals are to be received consists of the following:

Construction of Sediment Control Structures

This proposal consists of the construction of a sediment control structure and one water level control structure. Perform all work in accordance with the contract documents. Furnish all materials, equipment, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the contract documents or not.

1. Proposals shall be properly and completely executed on a Standard Proposal Form, obtained for the office of the Engineer, with Non-collusion Affidavit required by the statutes of the State of Indiana. Proposals shall be accompanied by Standard Questionnaire Form 96A of the State Board of Accounts showing bidder's financial condition not more than 12 months prior to date of bids. Each proposal shall be accompanied by an acceptable certified check made payable to the Valparaiso Lakes Area Conservancy District Board of Directors or an acceptable bidder's bond in an amount not less than 5% of the total bid price.
2. Contractors and subcontractors are required to pay not less than the prevailing wage rates established by the United States Department of Labor and included in the project specifications. Information explaining other prevailing wage laws which apply to this work are also contained in the project specifications.
3. The bidder's attention is called to the "Notice of Requirements for Affirmative Action to Insure Equal Employment Opportunity (Executive Order 11246)", contained in the bid documents, which sets forth, in part, goals and timetables for the employment of women and minorities in the project area. There is a 10% MBE/WBE participation goal on the project.
4. A prebid conference site visit will be held at _____ (local time) on _____ at the Valparaiso Lakes Area Conservancy District Office, 1805 Burlington Beach Road, Valparaiso, Indiana 46383.

5. The Contractor to whom work is awarded shall be required to furnish an acceptable Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract price.
6. No bidder may withdraw his proposal within a period of 60 days following the date set for receiving proposals. The Valparaiso Lakes Area Conservancy District Board of Directors reserves the right to hold any and all proposals for a period of not more than 60 days, and said Proposals shall remain in valid and in force and effect during this period. The District reserves the right to reject any and all Proposals and waive informalities and to award the contract to any bidder or bidders, all to the advantage of Valparaiso Lakes Area Conservancy District.
7. It is anticipated that the contract will be executed and a Notice to Proceed will be issued immediately. The Contractor that is awarded the work shall be prepared to start work within 5 working days of the issuance of the Notice to Proceed.
8. Plans and specifications may be secured from the office of the Engineer by depositing Seventy Dollars (\$70.00). The deposit will be refunded if the project is bid and the documents returned in good condition directly to SEG Engineers & Consultants, Inc. within 15 days from the date of receiving bids, either in person or by mail.

VALPARAISO LAKES AREA CONSERVANCY DISTRICT

Frank Lansdowne, Chairman; Mark Ennes, Member; Berna Gunter, Member; Gustav Gustafson, Member; Dawn Collins, Member; John Mooney, Member; and Mikey Kochler, Member.

PROJECT PROPOSAL
FOR
THE CONSTRUCTION OF
LAKE ENHANCEMENT PROJECT

THIS BID TO SUBMIT TO:

**Valparaiso Lakes Area Conservancy District
1805 Burlington Beach Road
Valparaiso, Indiana 46383**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
------	--------
 - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical

furnishing of the Work as Bidder considered necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions in Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- d. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities that are at our contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
- e. BIDDER has correlated the results of all such observations, examinations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- f. BIDDER has given the ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolutions thereof by ENGINEER is acceptable to BIDDER.
- g. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- h. (Any other representation required by Laws and Regulations).

4. BIDDER will complete the work for the following price(s):

Lake Enhancement Project
Valparaiso Lakes Area Conservancy District

UNIT PRICE SCHEDULE

Road Culvert				
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
Mobilization	1	LSUM		
Rip Rap	15	TON		
Geotextile	8	SYS		
Sheet Piling (including embankment) Weir Structure	100	SFT		
Repair Seawalls	2	LSUM		
Seeding/mulching	1	LSUM		

(State Amount in Words)

5. BIDDER agrees that the Work

will be substantially completed on or before _____, 19__ and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions on or before _____, 19__.

BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of their Bid:

- a. Required Bid Security in the form of
- b. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- c. Required BIDDER's Qualification Statement with supporting data.

7. Communications concerning this BID shall be addressed to:

SEG Engineering & Consultants, Inc.
360 Century Building
36 South Pennsylvania Street
Indianapolis, Indiana 46204
Attn: Mr. Rex Stover

8. The terms used in the Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 19____.

The Bidder shall furnish to the Owner as part of this bid document, references for past performance evaluation on similar projects which are representative of technique and equipment used. Each reference shall include:

Project name, Location, Owner, Owner's Engineer, Reference contract name and telephone number.

1.

2.

3.

4.

5.

AFFIDAVIT OF NON-COLLUSION

STATE OF INDIANA)
COUNTY OF) SS:

The undersigned,

being first duly sworn, says:

That said bidder has not directly or indirectly entered into any combination, collusion, undertaking or agreement with any other bidder or bidders as to the amount of his bid; or to prevent any bidder or bidders from bidding; or to include any bidder or bidders to refrain from bidding for such supplies, merchandise, service or contract; and that said bid so made is without reference or regard to any other bid, or bids, and without agreement, understanding, or combination, either directly or indirectly, with any other person, or persons with reference to such bidding in any way or manner whatsoever.

Contractor/Bidder: _____

By (printed): _____

Title: _____

Signature: _____

STATE OF INDIANA)
COUNTY OF) SS:

Subscribed and sworn to before me this ____ day of _____, 19 ____.

Notary Public

My Commission Expires _____
Printed

Dated at _____, Indiana _____

INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents

- 2.1 Complete set of the Bidding Documents in the number and for deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from Engineer. The deposit will be refunded to document holders of record who return the Bidding Documents in good condition within thirty days after opening of Bids.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder shall prepare written evidence such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or convenient to obtain such qualification prior to award of the contract.

Standard Form A-96 will satisfy these requirements.

4. Examination of Contract Documents and Site

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies on the Contract Documents.
- 4.2 It is the responsibility of, and it is hereby agreed that the contractor has, prior to signing of the construction contract, by careful personal study of the contract, the plans, specifications and all other documents and data pertaining to the project and by an examination of the site of the work, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials which will be required, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and of all other matters which can in any way affect the work under the contract. No oral Agreement or conversation with any officer, agent or employee of the owner, architect, or consultant, either before or after the execution of the contract, shall affect or modify any of the terms or obligations herein contained. Failure to comply with any or all of the above requirements will not relieve the contractor from the responsibility of properly estimating the difficulty or costs of successful completion of the work nor from the responsibility for the faithful performance of the provisions of this contract.
- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owner of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

- 4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Document.
- 4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission to a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.7 The lands upon which their Work is to be preformed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicted in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarification considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written

Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. Bid Security

- 6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- 6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may cancel the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of the other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Contract Time

The time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and final completion with the times designated in the Bid.

8. Liquidated Damages

Provision for liquidated damages, if any, are set forth in the Agreement.

9. Substitute or "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the General Requirements.

10. Subcontractors, Supplier and Others

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, other person or organization, is requested by Owner. If Owner or Engineer, after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the contract work.
- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to the Owner those portions of the Work that such Bidder proposes to Subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.
- 10.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. Bid Form

- 11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing office).
- 11.2 All blanks in the Bid Form must be completed in ink or by typewriter.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers if which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.
- 11.8 Bidders may submit a Bid for any of the separate sections defined in the Contract Documents or any combination of sections as provided for in the Bid form.

12. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and the name and address of the Bidder accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

13. Modification and Withdrawal of Bids

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of the Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bids, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids

Bids will be opened publicly at the time and place indicated in the Advertisement for Bids. An abstract of the amount of the base Bid and major alternates (if Any) will be made available to Bidders within seven days after the date of the Bid opening.

15. Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Bids to Remain Subject to Acceptance

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract items with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalance or conditional Bids. Also, Owner reserves the right to reject the Bid or any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice

of Award.

- 16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantee of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.
- 16.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.

17. Contract Security

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. Prebid Conference

A prebid conference site visit will be held at (local time) on at the Valparaiso Lakes Area Conservancy District Office, 1805 Burlington Beach Road, Valparaiso, Indiana 46383.

20. Retainage

Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

If Bidder is:

An Individual

By _____ (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____

(Corporate Name)

(State of incorporation)

By _____

(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

A Joint Venture

By _____

(Name)

(Address)

By _____

(Name)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A practical application of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General



Contractors of America

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, (No. 1910-8) (1990 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. The suggested language for instructions to bidders contained in the Guide to the Preparation of Instructions to Bidders, (No. 1910-12) (1990 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, (No. 1910-9) (1986 Edition). See also Guide to the Preparation of Supplementary Conditions, (No. 1910-17) (1990 Edition).

Note to User

Certain states and federal agencies require provisions in public contracts which permit Contractors to deposit acceptable securities with Owner or a stakeholder in lieu of retainage. Many Owners will not accept this procedure except where required by Laws or Regulations. In the event such a procedure is required, the provisions of this Agreement and possibly those of the other Contract Documents dealing with retainage should be amended, and an attorney should be consulted to prepare the revised language. Among the issues to be addressed by such language are: initial and subsequent valuations of the securities, right to withdraw excess collateral and obligation to deposit additional collateral as market value changes, who is entitled to interest and dividends on deposited collateral, responsibilities of stakeholder, whether collateral may be freely sold in the event of Contractor default and method of such sale, and application of Uniform Commercial Code and state and federal security laws to the arrangement.

SAMPLE

© 1990

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

Construction Specifications Institute
601 Madison Street, Alexandria, VA 22314

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the
year 19 _____ by and between _____
_____ (hereinafter called OWNER) and
_____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

SAMPLE

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 2. ENGINEER.

The Project has been designed by

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed on or before _____, 19____, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before _____, 19____.

3.1 The Work will be substantially completed within _____ days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within _____ days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER _____ dollars (\$ _____) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER _____ dollars (\$ _____) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

[Where failure to reach a Milestone on time is of such consequence to OWNER that the assessment of liquidated damages is to be provided, appropriate amending or supplementing language should be inserted here.]

(Strike any of the above paragraphs if they are inapplicable)

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 for all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
(use words) figures

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8 of the General Conditions;

plus

4.2 for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:

<u>UNIT PRICE WORK</u>					TOTAL ESTIMATED
NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	

SAMPLE

TOTAL OF ALL UNIT PRICES _____ \$ _____ (dollars)
(use words)

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

[In special circumstances, the Bid may be attached to avoid extensive retyping. See paragraph 13.10 below. Any exhibits attached should be listed in Article 8.]

[If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See Suggested Bid Form Paragraph 4 and Comment 1.]

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the _____ day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

_____ % of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

_____ % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to _____ % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or stated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to _____, inclusive).
- 8.2. Exhibits to this Agreement (pages _____ to _____, inclusive).
- 8.3. Performance, Payment, and other Bonds, identified as exhibits _____ and consisting of _____ pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages _____ to _____, inclusive).
- 8.6. Supplementary Conditions (pages _____ to _____, inclusive).
- 8.7. Specifications bearing the title _____ and consisting of _____ divisions and _____ pages, as listed in table of contents thereof.
- 8.8. Drawings consisting of a cover sheet and sheets numbered _____ through _____, inclusive with each sheet bearing the following general title:

[Fill in, and, if a set of Drawings is not attached to each signed counterpart of Agreement, so indicate in which case OWNER and CONTRACTOR should initial or otherwise appropriately identify each Drawing.]

- 8.9. Addenda numbers _____ to _____, inclusive.

[Those Addenda which pertain exclusively to the bidding process need not be listed.]

- 8.10. CONTRACTOR's Bid (pages _____ to _____, inclusive) marked exhibit _____.

[Attach actual Bid only in special circumstances.]

- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).

- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

[Insert other provisions here if applicable.]

SAMPLE

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 19____ (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR _____

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

SAMPLE

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by
Engineers Joint Contract Documents Committee
and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General Contractors of America



DEA
Get
original

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1990 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents (No. 1910-9) (1986 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1990 Edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12) (1990 Edition) may be used.

EXHIBIT "A"

**SPECIAL PROVISIONS
FOR**

CONSTRUCTION OF LAKE ENHANCEMENT PROJECT

**FLINT LAKE
VALPARAISO, INDIANA**

1995

SEG ENGINEERS & CONSULTANTS, INC.

SP 1 - GENERAL SCOPE AND REQUIREMENTS

- A. Scope of Work: The work to be performed under this contract consists of constructing one sheet piling dam and sediment basin. Perform all work in accordance with contract documents. Furnish all materials, equipment, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in contract documents or not or not indicated in contract documents or not.
1. The work includes, but is limited to, the following major items:
- The construction of one sheet piling dams, excavation and grading and site restoration.
2. The location of the sheet piling dam will be staked in the field by engineer.
- B. Specifications The following Special Provisions shall be followed during the construction of the improvements as noted herein and as detailed in the Contract Plans. All work is to be done in accordance with these Special Provisions.
- C. Construction Drawings
- Engineering: The Contractor shall be responsible for the employment of a Registered Professional Engineer and/or Land Surveyor to establish all lines, grades, and easements necessary for project construction and engineering.
- D. Progress Meetings: The Contractor's Representative shall attend progress meetings with the Project Engineer as determined by Owner. The time and location of these meetings shall be determined by the Owner.
- E. Maintenance of Traffic: The Contractor shall be responsible for the safeguard of pedestrian and vehicular traffic within the project area during the term of his contract. Adequate signs, barricades, lights and flagmen shall be provided by the Contractor and prior approved by the Owner's representative and the INDOT in all areas where conflict with such traffic may occur.
- F. Indiana Department of Natural Resources (IDNR) Requirements: The Contractor shall strictly adhere to all requirements set forth in the Certificate of Approval for Construction in a Floodway. Such requirements shall govern over that shown on the plans. Permit has been applied for.

Control work performed for protection of construction area outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor with costs included in the contract prices bid for the item to which they apply.

- C. Protection of Existing Structures, Utilities and foundations: All surface structures and features, including buildings, pavements, trees, and shrubs, adjacent to the construction easement shall be properly protected against damage.

SP3 - SITE RESTORATION

- A. **Preservation of Existing Trees:** All trees, shrubs, bushes, etc. outside the construction limits are not to be disturbed. If, during the course of construction, one should be damaged, it will be repaired, removed, or replaced to the satisfaction of the property owner at the expense of the Contractor.
- B. **Riprap:** Riprap and Geotextile, as called for in the contract plans, shall be supplied and installed in conformance with Section 616 of the Indiana Department of Highways Standard Specifications. Aggregate shall be no less than 3' in the least dimension not less than 12" in width.
- C. **Disturbed Areas:** All grass areas disturbed or damaged by excavation or traversed by the contractor's equipment or vehicles (excluding channel excavation) shall be restored to original or better condition. Soil preparation and seed mixture RU shall be in accordance with the "Indiana State Highway Standard Specifications - Section 621".

SP4 - CONCRETE

Concrete for all work shall have a 29 day compressive strength of 4000 pounds per square inch. Concrete make with high-early strength cement shall have a 7-day strength equal to the specified 28 day strength for concrete made with Type I or II portland cement.

SP5 - STEEL PILING

Steel sheet piling shall be in accordance with ASTM A328. And shall consist of interlocking sections (PSA23) as manufactured by Bethlehem Steel or equal.

EXHIBIT "B"

Wage Rates

EXHIBIT "C"

Environment, Required Language

ENVIRONMENTAL REQUIRED LANGUAGE

Special Conditions Pertaining to Hazards

Safety Standards and Accident Prevention

Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures.)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based paint regulations, 24 CFR Part 35. The contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. Section 35.14(a) requires, "No office of the department shall use or permit the use of lead-based paint on applicable surfaces of HUD-associated housing."

Danger Signals and Safety Devices (Modify as Required)

The contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the owner may have such lights and barricades installed and charge the cost of this work to the contractor. Such action by the owner does not relieve the contractor of any liability incurred under these specifications or contract.

Certification of Compliance With Clean Air and Water Act

(Applicable to federally assisted construction contracts and related subcontractors exceeding \$100,000.)

Compliance With Clean Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 43 USC 1857 et seq., the Federal Water Pollution Control Act, as Amended, 33 USC et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and Section 308 of the Federal Water Pollution control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, DPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph one through four of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.